

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

Norris McLaughlin P.A.

**(b) County of Residence of First Listed Plaintiff** Lehigh  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c) Attorneys (Firm Name, Address, and Telephone Number)**  
**Emil Giordano, Esq. - Cohen Feeley Altemose & Rambo**  
**2851 Baglyos Circle, Suite 200, Bethlehem, PA 18020**  
**(610) 625-2100**

## DEFENDANTS

Northampton County General Purpose Authority

County of Residence of First Listed Defendant Northampton  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

*Attorneys (If Known)*  
John E. Freund, Esquire - King, Spry, Herman, Freund & Faul  
1 Bethlehem Plaza, Suite 700  
Bethlehem, PA 18018

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- |                            |                           |                                       |  |
|----------------------------|---------------------------|---------------------------------------|--|
| <input type="checkbox"/> 1 | U.S. Government Plaintiff | <input type="checkbox"/> 3            | Federal Question<br>(U.S. Government Not a Party)          |
| <input type="checkbox"/> 2 | U.S. Government Defendant | <input checked="" type="checkbox"/> 4 | Diversity<br>(Indicate Citizenship of Parties in Item III) |

### III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

- |   | PTF                        | DEF                                   |  | PTF                                   | DEF                        |
|---|----------------------------|---------------------------------------|--|---------------------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State     | <input type="checkbox"/> 4            | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated <i>and</i> Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation   | <input type="checkbox"/> 6            | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 118 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 IIIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (Specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*):  
28 USC Sec. 1332 - Diversity

**Brief description of cause**  
**Breach of Contract**

**VII. REQUESTED IN COMPLAINT:**

- ☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cy.P.

## DEMANDS

160.005.45

**CHECK YES** only if demanded in complaint:

**JURY DEMAND:** ☒ Yes ☐ No

**VIII. RELATED CASE(S)  
IF ANY**

(See instructions)

**JUDGE**

DOCKET NUMBER

DATE  
03/28/2019

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

## APPLYING IEP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: 400 Crossing Boulevard, 8th Floor, Bridgewater, New Jersey 08807

Address of Defendant: 1st Floor, 2801 Emrick Boulevard, Bethlehem Township, Pennsylvania 18020

Place of Accident, Incident or Transaction: Easton, Pennsylvania

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 03/28/2019

*[Signature]*  
Attorney at-Law / Pro Se Plaintiff

46128

Attorney I.D. # (if applicable)

**CIVIL: (Place a ☒ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☐ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases  
(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☒ 8. Products Liability - Asbestos
- ☐ 9. All other Diversity Cases  
(Please specify): Breach of Contract

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

I, Emil Giordano, counsel of record or pro se plaintiff, do hereby certify:

- ☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:
- ☐ Relief other than monetary damages is sought.

DATE: 03/28/2019

*[Signature]*  
Attorney at-Law / Pro Se Plaintiff

46128

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Norris McLaughlin P.A.

v.

Northampton County  
General Purpose Authority

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

03/28/2019

Date

Emil Giordano

Attorney-at-law

Plaintiff

Attorney for

(610) 625-2100

Telephone

(610) 332-2722

FAX Number

egiordano@cohenfeeley.com

E-Mail Address

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
PENNSYLVANIA

NORRIS MCLAUGHLIN, P.A,	:	
Plaintiff	:	No.
	:	
v.	:	
	:	
NORTHAMPTON COUNTY GENERAL	:	
PURPOSE AUTHORITY,	:	
Defendant	:	

**COMPLAINT**

Comes now Plaintiff, Norris McLaughlin, P.A (hereinafter "Norris" or "Plaintiff"), and through counsel, Cohen Feeley Altemose and Rambo, Plaintiff files this Complaint for breach of contract and related causes of action and in support thereof alleges as follows:

**Jurisdiction and**  
**Venue**

1. Subject matter jurisdiction is conferred upon this Court by 28 U.S.C. §§ 1332 in that that Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds \$75,000.
2. Venue in the Eastern District of Pennsylvania is proper because the Defendant is a municipal authority doing business in Northampton County, Pennsylvania.

**The Parties**

3. Plaintiff, Norris McLaughlin, P.A. ("Plaintiff"), is a New Jersey professional corporation, having a principal place of business at 400 Crossing Boulevard, 8th Floor, Bridgewater, Somerset County, New Jersey 08807.

4. Defendant, Northampton County General Purpose Authority (the "GPA"), is a Pennsylvania municipal authority, having offices at c/o Northampton County Department of Community and Economic Development, 1<sup>st</sup> Floor, 2801 Emrick Boulevard, Bethlehem Township, Northampton County, Pennsylvania 18020.

**Introduction and Factual Summary**

5. This breach of contract action arises out of GPA's breach of its obligation to pay Plaintiff the sum of \$160,005.45 for services rendered between December 2017 and July 2018 inclusive as promised in the fee agreement (the "fee agreement") between the parties dated March 1, 2016. A copy of the fee agreement is attached hereto as **Exhibit A**.

6. Demand has been made for payment, but the GPA has failed and refused and continues to fail and refuse to pay the amounts owing to Plaintiff as provided in the fee agreement. The demand letter and supporting bills are attached hereto as **Exhibit B**.

**Count I**

**Breach of Contract**

7. Plaintiff incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

8. On March 1, 2016 the GPA adopted a resolution that approving Plaintiff as provider of legal services by the GPA. A copy of the resolution is attached hereto as **Exhibit C**.
9. The parties due to the complexity and amount of work generated, agreed the billable rate of Two Hundred Ninety-Five Dollars (\$295.00) per hour. A copy of the email confirming the fee is attached hereto as **Exhibit D**.
10. The fee agreement was re-confirmed by resolution of the GPA adopted on September 6, 2016 and set a billable amount of Two Hundred Ninety-Five Dollars (\$295.00) per hour for certain legal services and ratified and approved certain prior similar legal services performed by Plaintiff. A copy of said resolution is attached hereto as **Exhibit E**.
11. All legal work was done in a professional and competent fashion.
12. All bills were approved for payment at public meetings of the GPA. A copy of the first page of said minutes is attached hereto as **Exhibit F**.
13. In breach of the fee agreement, the GPA has refused to pay Plaintiff the sum of \$160,005.45 for services rendered between December 2017 and July 2018 inclusive as promised in the fee agreement.
14. As a result of the GPA's breach, Plaintiff has been damaged.

Wherefore, Plaintiff, Norris respectfully requests this Honorable Court enter judgement against Defendant, GPA as follows:

- a. The principal sum \$160,005.45
- b. Interest at the legal rate from the date of August 1, 2018.
- c. Plaintiff's costs as provided by law.
- d. Such other and further relief as this Court may deem just and proper.

**Quantum Meruit**

15. Plaintiff incorporates by reference herein the contents of paragraphs 1 through 14 of this document as though the same were set forth herein.

16. Norris, in fulfillment of all of its obligations under the terms of the fee agreement, dedicated several lawyers to the work of the GPA and provided competent legal services.

17. Instead of Norris being able to deploy its lawyers to other clients which would have resulted in generation of profitable revenue to Norris, Norris was required to forego other profitable opportunities in detrimental reliance upon the Agreement.

18. Defendant was enriched by the Plaintiff's services in such circumstances that, in equity and good conscience, the Defendant should make payment.

Wherefore, Plaintiff, Norris respectfully requests this Honorable Court enter judgement against Defendant, GPA as follows:

- e. The principal sum \$160,005.45
- f. Interest at the legal rate from the date of August 1, 2018.
- g. Plaintiff's costs as provided by law.
- h. Such other and further relief as this Court may deem just and proper.

**JURY DEMAND**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure and the 7<sup>th</sup> Amendment to the Constitution of the United States, Plaintiff hereby demands a trial by jury of all issues triable as of right by jury in the above action.

Respectfully submitted,

By:

  
Emil Giordano, Esq.

Attorney ID: 46128

Cohen Feeley Altemose & Rambo

2851 Baglyos Circle, Suite 200

Bethlehem, PA 18020

(610) 625-2100

Attorney(s) for Plaintiff, Norris McLaughlin, P.A.

Date:

3/28/19



**VERIFICATION**

The Undersigned verifies that he/she is the attorney for the Plaintiff's in this matter has read the attached pleading and that it is true and correct to the best of his/her knowledge, information and belief.

This Verification is made subject to the penalties of 18 P.S. Section 4904 relating to unsworn falsification to authorities.

  
Emil Giordano, Esquire

DATE: 3/28/19





515 West Hamilton Street  
Suite 502  
Allentown, PA 18101  
P: 610-391-1800  
F: 610-391-1805

[jrushis@nmmlaw.com](mailto:jrushis@nmmlaw.com)  
Direct Dial: (484) 765-2211

March 1, 2016

Northampton County General Purpose Authority  
Northampton County Government Center  
669 Washington Street  
Easton, PA 18042

Re: Legal Representation

Dear Members of the General Purpose Authority Board:

Please accept my sincere appreciation for deciding to retain Norris, McLaughlin & Marcus, P.A. and, specifically, me to continue to serve as Northampton County General Purpose Authority's ("GPA") solicitor. I have been honored to serve as the GPA's solicitor and eagerly look forward to continuing to serve and assist the GPA. Pursuant to your request, please allow this letter to serve as the "contract of engagement" and as a permanent written record of our engagement.

Outlined below are specifics concerning our fees. While these specifics were described in our Firm's response dated January 7, 2016 to the Request for Proposals for legal services issued by the GPA on November 20, 2015, I wish to include them for purposes of this "contract of engagement", with the adjustments thereto that we have subsequently agreed upon:

1. For transactions involving bond financings for not-for-profit and for-profit entities, our fee will be as provided in the GPA's approved fee structure (attached as EXHIBIT 1 and 2), as may be modified from time to time by the GPA Board. If extraordinary circumstances beyond our control should arise in one of these transactions that require us to perform materially more work, the possibility exists that I may request the GPA Board to approve an adjustment to our fee.



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Northampton County General Purpose Authority  
March 1, 2016  
Page 2

2. For GPA transactions that involve other loans and grants, our fee will be fixed at \$200/hour for the term of this "contract of engagement", unless and until any increase thereto is approved by the GPA Board. There will not be a minimum fee charged with respect to transactions involving loans and grants or the payment of a retainer. Our fees for such loans and grants will be billed either directly to the GPA or the borrower or grantee, at the GPA's direction. Also, the fees relating to work on such loans and grants will be reflected in a separate invoice.
3. For all other GPA transactions and work, such as, but not limited to, work relating to the GPA's annual audit, Right-to-Know Law Requests, projects under Pennsylvania's Act 88, compliance policies, litigation and the GPA's governing documents, our fee will be \$250/hour.
4. As has been our custom, we will not bill for attendance at GPA Board meetings.
5. The GPA will also be billed for disbursements and other charges relating to our professional services. Such charges may include, without limitation, overnight delivery, material amounts of photocopying. To the extent any of these disbursements are incurred, however, I do not expect them to be significant.

We will render and you agree to pay periodic statements on a monthly basis. Payment is due upon your receipt of each statement. To save paper and postage, statements will be emailed as PDF attachments to Mark Hartney, Northampton County Community and Economic Development Administrator ([mhartney@northamptoncounty.org](mailto:mhartney@northamptoncounty.org)) with "GPA Solicitor Invoice for (Insert Month and Year)" in the subject line of the e-mail. Hard copies will be available upon request. The GPA will notify NMM of any changes to the billing instructions. If you have any questions or concerns about our billing for the services rendered, please notify us immediately. In the unlikely event that our statements are not timely paid, our Firm reserves the right to suspend services until satisfactory payment arrangements are made or, if necessary, to terminate such services.

We will preserve your file for at least seven years after the conclusion of any particular engagement. Thereafter, we reserve the right to destroy the file in accordance with applicable legal requirements. If the file includes any documents or other material that you have provided to us and that you wish to regain possession of, please ask for these to be returned to you at the conclusion of the matter.

Northampton County General Purpose Authority  
March 1, 2016  
Page 3

As we discussed, I will be the primary attorney who will provide services to the GPA. In the event, however, that due to circumstances beyond my reasonable control, I am not able to provide assistance with respect to a particular matter, Graham Simmons will serve in my place.

While this "contract of engagement" is for a term of two (2) years with an option for a two-year renewal, we recognize that our Firm and I serve at the pleasure of the Board and that our services can be terminated at any time by the GPA Board.

If the terms of our engagement meet with your approval, please sign and date this letter below and return it to us. You may retain the enclosed copy of this letter for your records. If you do not return the original of this letter or contact us with questions or comments within ten (10) days from the date of this letter, we will assume that you have understood and accepted the above terms.

Again, thank you for allowing my firm and me to serve the GPA.

Very truly yours,

Norris McLaughlin & Marcus P.A.

  
JOHN F. LUSHIS, JR.

ACCEPTED:

Northampton County GPA

By: \_\_\_\_\_



Norris  
McLaughlin  
Marcus, P.A.  
ATTORNEYS AT LAW

515 West Hamilton Street  
Suite 502  
Allentown, PA 18101  
T: 610-391-1800  
F: 610-391-1805

To: Shawn Langen  
From: John F. Lushis, Jr., Esquire  
Date: August 1, 2018  
Re: NCGPA Invoices

Outlined below is information relating to the invoices that Norris McLaughlin & Marcus P.A. ("NMM") has submitted to the Northampton County General Purpose Authority ("NCGPA") that have not been paid and invoices for our services that we have provided through the date of our resignation of July 20<sup>th</sup>, 2018, for which we have not previously billed.

P3 Project

1. The outstanding balance as of July 27, 2018 was approximately \$65,540.00, which covered services rendered from December 2017 through June 2018 inclusive. NMM submitted the following invoices comprising this amount:

10809351  
10819815  
10826765  
10836626  
10843219  
10851732  
10861726

Upon further review, we made a few downward adjustments. Forwarded herewith is a revised combined invoice no. 10863635 in the amount of \$63,997.85 for all of NMM's P3 services from December to June inclusive.

2. Forwarded herewith is our invoice for P3 services provided in the month of July 2018.

3. All of my P3 services were billed at the rate of \$295.00 per hour, which was approved by a resolution of the NCGPA Board in 2016. A substantial amount of



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August 1, 2018

Page 2

the services provided over the last seven (7) months has been precipitated by the difficulties the NCGPA has encountered with the County.

**Business Matters**

Forwarded herewith is NMM's invoice for services rendered in July 2018. These services have been billed at the rate of \$200.00 per hour as specified in our March 1, 2016 engagement letter. NMM previously submitted invoice no. 10861725 in the amount of \$28,143.10. NCGPA paid \$10,100.00 by check dated July 10, 2018, which covered payment for services provided in March and April 2018. Thus, there is a balance (excluding time in July) of \$18,043.10 that is owed.

**Right-to-Know Law**

Forwarded herewith is NMM's invoice for Right-to-Know Law services provided in July 2018. In connection with the Right-to-Know Law services NMM has provided, we previously forwarded to Dave Hughes invoice no. 10851734 in the amount of \$16,208.16, which was not presented to the NCGPA Board for payment. Please note that the hourly rate NMM previously charged for Right-to-Know Law services was \$200.00 per hour. Upon further review, we noted that the March 1, 2016 engagement letter provides for a rate of \$250.00 per hour for services relating to RTKL requests. Thus, we have revised invoice no. 10851734, forwarded herewith, to reflect an hourly rate of \$250.00. With only a few exceptions relating to a request made in June 2018 by the Pennsylvania Foundation for Fair Contracting, all of the work was performed by my partner Barbara Hollenbach. We will not seek an adjustment to our prior invoice for RTKL services, that was paid. NMM reiterates that the amount of work on the Right-to-Know Law requests was made much more difficult and much more extensive by the fact that the DCED had comingled records of NCGPA with records of the County on the County server. If you recall, and for sake of comparison, NCGPA learned that the County received a RTKL request. It took the County four (4) months and a substantial amount of time to provide an incomplete response.



August 1, 2018

Page 3

#### County Proceedings

Another invoice submitted herewith is for proceedings with the County. A separate billing code was established after the County made assertions that it would commence litigation against the NCGPA primarily with respect to the P3 Project. We previously submitted invoice no. 10861737 to Dave Hughes, but this was not presented to the NCGPA Board. Even though NMM believes that because all of this work was precipitated in connection with P3 Project, NMM could bill at \$295.00 per hour. Upon further review, we noted that the March 1, 2016 engagement letter allows us to bill for litigation-related matters at a rate of \$250.00 per hour. Accordingly, we have revised invoice no. 10861737 to reflect this hourly rate. Again, NMM emphasizes that almost all of the work reflected on this invoice has resulted from the difficulties that have arisen between the County and the NCGPA and a substantial amount of time was spent interacting with Conrad O'Brien as special counsel.

#### Lafayette College

I performed work on the upcoming Lafayette College bank financing that covered 1.9 hours. NMM bills at a non-discounted rate for bond transactions. In my case, this is \$365/hour, what totals \$693.50.

#### Capital Projects

We also re-reviewed NMM's invoices that were previously submitted to the NCGPA and paid with respect to Capital Projects e.g. new jail. We made downward adjustments totaling \$19,066.50. The adjustments were made to the hourly rates of some of the NMM attorneys who worked on these projects to make billing rates consistent with the billing rates for work performed on the P3 Project.

In view of the foregoing, the net outstanding amount owed NMM is \$160,005.45.

Again, thank you for all your support over a span of many years.

cc: David Hughes

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Invoice # 10863637  
Date 07/12/2018  
Client 114995  
Matter 28  
JFL

For professional services rendered from March 4, 2018  
through June 30, 2018

Re: County P3 Proceedings

Total Fees	\$ 17,325.00
Total Expenses	\$ 17.23
Total This Invoice	\$ 17,342.23

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Page 1  
Invoice # 10863637  
Date 07/12/2018  
Client 114995  
Matter 28  
JFL

For professional services rendered from March 4, 2018  
through June 30, 2018

Re: County P3 Proceedings

3/04/18 PDH	.80	200.00	Initial review of Levin engagement letter and review related emails;
3/05/18 PDH	.60	150.00	Telephone conference with J. Lushis with comments on Levin engagement letter;
4/06/18 JFL	.70	175.00	Telephone conference with special counsel;
4/10/18 JFL	3.00	750.00	Draft and transmit memoranda to counsel; voicemail to J. Kutz; draft and transmit correspondence to J. Kutz;
4/11/18 JFL	1.50	375.00	Telephone conference with B. Gigliotti; review documents e.g. litigation Hold letter; review, draft and transmit multiple correspondence;
4/12/18 JFL	4.60	1,150.00	Review, draft and transmit multiple correspondence;
4/13/18 JFL	1.60	400.00	Telephone conference with K. Kent; review, draft and transmit multiple correspondence; finalize chronology;
4/15/18 JFL	.30	75.00	Review, draft and transmit correspondence to K. Kent;

Page 2  
 Invoice # 10863637  
 Date 07/12/2018  
 Client 114995  
 Matter 28  
 JFL

4/16/18 JFL	3.60	900.00	Draft and transmit memorandum to P. Ferraro; draft and transmit multiple other correspondence; telephone conference with K. Kent and B. Gigliotti; commence drafting resolutions of issues memo;
4/17/18 JFL	.30	75.00	Telephone conference with S. Langen; review, draft and transmit correspondence;
4/18/18 JFL	1.60	400.00	Telephone conference with K. Kent and B. Gigliotti; review, draft and transmit correspondence;
4/19/18 JFL	1.30	325.00	Review case law; review, draft and transmit multiple correspondence;
4/20/18 JFL	.30	75.00	Telephone conference with B. Gigliotti; review letters;
4/23/18 JFL	.40	100.00	Review, draft and transmit correspondence;
4/25/18 JFL	1.20	300.00	Draft and transmit memorandum to correspondence to K. Kent and B. Gigliotti; telephone conference with K. Kent and B. Gigliotti;
4/26/18 JFL	1.20	300.00	Draft and transmit correspondence to K. Kent and B. Gigliotti; telephone conference with K. Kent and B. Gigliotti;
4/27/18 JFL	.80	200.00	Telephone conference with K. Kent and B. Gigliotti; review, draft and transmit correspondence;
4/28/18 JFL	1.00	250.00	Draft and transmit memorandum to Peg Ferraro; review, draft and transmit correspondence;
4/30/18 JFL	.30	75.00	Telephone conference with K. Kent; review, draft and transmit correspondence;

Page 3  
 Invoice # 10863637  
 Date 07/12/2018  
 Client 114995  
 Matter 28  
 JFL

5/01/18 JFL	.40	100.00	Review, draft and transmit correspondence;
5/02/18 JFL	1.40	350.00	Review, draft and transmit multiple correspondence including revisions to letter;
5/03/18 JFL	.30	75.00	Review, draft and transmit correspondence;
5/04/18 JFL	1.00	250.00	Telephone conference with K. Kent; review, draft and transmit correspondence;
5/07/18 JFL	.90	225.00	Telephone conference with K. Kutz and J. Kutz regarding status and prevailing wage; telephone conferences with K. Kent; review letter from M. Rudas; review, draft and transmit correspondence;
5/08/18 JFL	1.00	250.00	Draft and transmit memorandum to K. Kent; review, draft and transmit other correspondence; telephone conference with K. Kent;
5/09/18 JFL	.40	100.00	Telephone conference with K. Kent;
5/16/18 JFL	3.10	775.00	Meeting with K. Kent and S. Langen;
5/17/18 JFL	.60	150.00	Telephone conference with K. Kent; draft and transmit correspondence;
5/20/18 JFL	.60	150.00	Draft and transmit memorandum to K. Kent; research governmental vs. proprietary functions;
5/21/18 JFL	.60	150.00	Telephone conference with K. Kent; review, draft and transmit correspondence;
5/22/18 JFL	1.60	400.00	Telephone conference with K. Kent; meeting with M. Dowd;
5/23/18 JFL	.50	125.00	Telephone conference with K. Kent;

Page 4  
 Invoice # 10863637  
 Date 07/12/2018  
 Client 114995  
 Matter 28  
 JFL

5/24/18 JFL	1.20	300.00	Review, draft and transmit correspondence including memorandum to S. Langen;
5/25/18 JFL	.80	200.00	Telephone conference with K. Kent; review, draft and transmit correspondence;
5/26/18 JFL	.40	100.00	Draft and transmit memorandum to K. Kent; review, draft and transmit correspondence;
5/28/18 PDH	.40	100.00	Review issues re: County with J. Lushis and K. Kent
5/29/18 PDH	1.50	375.00	Prepare for and participate in conference call with K. Kent, Esq. and J. Lushis; review subsequent email exchanges;
5/29/18 JFL	1.20	300.00	Telephone conference with K. Kent and P. Hutcheon regarding matters with County; review, draft and transmit correspondence;
5/30/18 JFL	2.50	625.00	Telephone conference with K. Kent and S. Langen; continue drafting memorandum regarding resolution of issues;
5/31/18 JFL	3.70	925.00	Telephone conference with K. Kent; finalize draft of memorandum regarding resolution of issues; commence drafting op-ed piece; review, draft and transmit correspondence;
6/01/18 JFL	.90	225.00	Telephone conference with K. Kent; review, draft and transmit correspondence;
6/04/18 JFL	1.30	325.00	Telephone conference with K. Kent; review, draft and transmit correspondence;
6/06/18 JFL	5.70	1,425.00	Telephone conference with K. Kent; review, draft and transmit multiple

Page 5  
 Invoice # 10863637  
 Date 07/12/2018  
 Client 114995  
 Matter 28  
 JFL

			memoranda and correspondence;
6/07/18 JFL	1.30	325.00	Telephone conference with K. Kent; Review, draft and transmit correspondence;
6/08/18 JFL	.40	100.00	Meeting with S. Langen;
6/09/18 JFL	.50	125.00	Draft memorandum to Mike Dowd;
6/10/18 JFL	.60	150.00	Telephone conference with M. David; Telephone conference with K. Kent;
6/11/18 JFL	1.20	300.00	Telephone conference with K. Kent; Review letter from Finance Committee; Review, draft and transmit multiple correspondences re: same;
6/12/18 JFL	2.90	725.00	Telephone conference with K. Kent; draft and transmit memorandum to Board; review, draft and transmit multiple correspondence; telephone conference with S. Langen; telephone conference with M. Dowd;
6/13/18 JFL	1.80	450.00	Telephone conference with M. Dowd; telephone conference with S. Langen; telephone conferences with K. Kent; telephone conference with D. Hughes; review, draft and transmit correspondence;
6/14/18 JFL	1.20	300.00	Telephone conference with K. Kent; draft and transmit memorandum to K. Kent regarding Finance Committee;
6/15/18 JFL	.80	200.00	Telephone conference with K. Kent; review, draft and transmit correspondence;
6/21/18 JFL	.80	200.00	Telephone conferences with S. Langen; telephone conference with K. Kent; review draft and transmit multiple correspondence;
6/27/18 JFL	.70	175.00	Review, draft and transmit

Page 6  
 Invoice # 10863637  
 Date 07/12/2018  
 Client 114995  
 Matter 28  
 JFL

correspondence; Telephone conference  
 with K. Kent;

69.30

TOTAL HOURS

TOTAL SERVICES

\$ 17,325.00

	HOURS	RATE	AMOUNT
PETER D. HUTCHEON	3.30	250.00	825.00
JOHN F. LUSHIS, JR.	66.00	250.00	16,500.00
	69.30		\$ 17,325.00

EXPENSES

4/12/18	Courier Service, FedEx delivered to Brittany J Gigliotti 4/13 Lushis	17.23
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TOTAL EXPENSES

\$ 17.23

TOTAL THIS INVOICE

\$ 17,342.23



Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Invoice # 10864046  
Date 08/01/2018  
Client 114995  
Matter 28  
JFL

For professional services rendered from July 5, 2018  
through July 31, 2018

Re: County P3 Proceedings

Total Fees	\$ 4,725.00
Total Expenses	\$ .00
Total This Invoice	\$ 4,725.00
Previous Balance	\$ 17,342.23
TOTAL AMOUNT DUE	\$ 22,067.23

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Page 1  
Invoice # 10864046  
Date 08/01/2018  
Client 114995  
Matter 28  
JFL

For professional services rendered from July 5, 2018  
through July 31, 2018

Re: County P3 Proceedings

7/05/18 JFL	.80	200.00	Review draft and transmit multiple correspondence; research;
7/06/18 JFL	.30	75.00	Telephone conference with K. Kent;
7/09/18 JFL	2.60	650.00	Review, draft and transmit multiple correspondence including detailed memorandum to K. Kent;
7/10/18 JFL	3.80	950.00	Commence drafting chronology of events as requested;
7/11/18 JFL	3.30	825.00	Telephone conference with K. Kent; finalize draft of chronology of events and transmit to K. Kent; review, draft and transmit multiple correspondence;
7/12/18 JFL	2.70	675.00	Review documents re: several legal matters; Review, draft and transmit multiple correspondence;
7/13/18 JFL	.30	75.00	Telephone conference with K. Kent;
7/17/18 JFL	4.50	1,125.00	Continue drafting list/description of issues and other documents;
7/18/18 JFL	.60	150.00	Telephone conference with K. Kent and S.

Page 2  
 Invoice # 10864046  
 Date 08/01/2018  
 Client 114995  
 Matter 28  
 JFL

Langen;

18.90

TOTAL HOURS

TOTAL SERVICES

\$ 4,725.00

JOHN F. LUSHIS, JR.

HOURS

RATE

AMOUNT

18.90

250.00

4,725.00

18.90

\$ 4,725.00

EXPENSES

TOTAL EXPENSES

\$ .00

TOTAL THIS INVOICE

\$ 4,725.00

PREVIOUS BALANCE

\$ 17,342.23

TOTAL AMOUNT DUE

\$ 22,067.23

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: David Hughes  
669 Washington Street  
Easton, PA 18042

Invoice # 10864041  
Date 08/01/2018  
Client 114995  
Matter 1  
JFL

For professional services rendered from July 5, 2018  
through July 31, 2018

Re: BUSINESS MATTERS

Total Fees	\$ 6,000.00
Total Expenses	\$ .00
Total This Invoice	\$ 6,000.00
Previous Balance	\$ 18,043.10
TOTAL AMOUNT DUE	\$ 24,043.10

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: David Hughes  
669 Washington Street  
Easton, PA 18042

Page 1  
Invoice # 10864041  
Date 08/01/2018  
Client 114995  
Matter 1  
JFL

For professional services rendered from July 5, 2018  
through July 31, 2018

Re: BUSINESS MATTERS

7/05/18 JFL	1.00	200.00	Draft and transmit memoranda regarding various issues e.g., financial proposal; telephone conference with D. Hughes;
7/11/18 JFL	3.80	760.00	Commence prepare for Board meeting; review, draft and transmit multiple correspondence;
7/12/18 JFL	.50		[No Charge] Meeting with D. Hughes;
7/12/18 JFL	5.60	1,120.00	Meeting with D. Hughes to prepare for Board meeting; research regarding Board opportunities; review, draft and transmit multiple correspondence;
7/16/18 JFL	5.30	1,060.00	Telephone conferences with D. Hughes; continue preparing memoranda; continue preparing for Board meeting; continue research regarding filing of board vacancies; review, draft and transmit correspondence;
7/17/18 JFL	.90	180.00	Telephone conference with D. Hughes; telephone conference with S. Hann and K. Kent regarding Board appointments;
7/18/18 JFL	2.80	560.00	Telephone conference with D. Hughes; continue drafting documents for Board;

Page 2  
 Invoice # 10864041  
 Date 08/01/2018  
 Client 114995  
 Matter 1  
 JFL

			telephone conference with M. Garner regarding new issuance; review, draft and transmit correspondence;
7/19/18 JFL	4.80	960.00	Draft documents including letter from S. Langen; telephone conference with D. Hughes; review, draft and transmit correspondence; telephone conference with K. Kent;
7/20/18 JFL	5.80	1,160.00	Finalize and transmit all documents for Board meeting including description of issues; telephone conference with S. Langen; telephone conference with D. Hughes; telephone conferences with D. Hughes; review, draft and transmit correspondence;

30.50

TOTAL HOURS

TOTAL SERVICES

\$ 6,000.00

	HOURS	RATE	AMOUNT
JOHN F. LUSHIS, JR.	30.00	200.00	6,000.00
	30.00		\$ 6,000.00

EXPENSES

TOTAL EXPENSES

\$ .00

TOTAL THIS INVOICE

\$ 6,000.00

PREVIOUS BALANCE

\$ 18,043.10

TOTAL AMOUNT DUE

\$ 24,043.10

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: David Hughes  
669 Washington Street  
Easton, PA 18042

Invoice # 10863635  
Date 07/12/2018  
Client 114995  
Matter 15  
JFL

For professional services rendered from December 1, 2017  
through June 30, 2018

Re: P3 Project

Total Fees	\$ 63,884.50
Total Expenses	\$ 113.35
Total This Invoice	\$ 63,997.85

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: David Hughes  
669 Washington Street  
Easton, PA 18042

Page 1  
Invoice # 10863635  
Date 07/12/2018  
Client 114995  
Matter 15  
JFL

For professional services rendered from December 1, 2017  
through June 30, 2018

Re: P3 Project

12/01/17 JFL	.40	118.00	Review, draft and transmit correspondence;
12/04/17 JFL	.40	118.00	Review, draft and transmit correspondence regarding utility relocation;
12/05/17 JFL	.20	59.00	Telephone conference with S. Rugis;
12/06/17 BLH	.30	88.50	Review Ms. Ganssle email re: status of insurance renewal and need for updated financial information; prepare email to Mr. Hughes requesting updated financial information and review email from him re: same; prepare email to Ms. Ganssle re: updated financial information;
12/06/17 JFL	2.20	649.00	Telephone conference with D. O'Donnell, S. Rugis, G. Kuklinski regarding right of way issue; review correspondence regarding same; review, draft and transmit correspondence;
12/07/17 BLH	.40	118.00	Review Mr. Hughes emails (x2) re: Wells Fargo daily notice and PMA draft to Lafayette Bank and prepare emails to him re: reason for Wells Fargo notice; prepare email to Ms. McClellan re:



Page 2  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			apparent duplicate payment of PMA invoice;
12/07/17 JFL	1.00	295.00	Review, draft and transmit correspondence regarding RGW Acquisition; review, draft and transmit correspondence;
12/08/17 BLH	.10	29.50	Review Ms. McClellan email re: no duplicate payment of invoice made;
12/08/17 JFL	.20	59.00	Telephone conference with S. Rugis regarding ROW Acquisition meeting; review correspondence regarding same;
12/11/17 JFL	4.60	1,357.00	Telephone conference with D. O'Donnell, S. Rugis and G. Kuklinski regarding ROW Acquisition; meeting with Zaid Mohiuddin regarding same; telephone conference with R. Durkin; review draft and transmit correspondence; telephone conference with S. Langen;
12/11/17 ZMM	.20	40.00	Meeting with John Lushis regarding research on utility company rights to install facilities in township right of way lines;
12/12/17 JFL	2.60	767.00	Meeting with J. Brown; meeting with J. Brown, S. Rugis and G. Horas; telephone conference with S. Rugis; telephone conference with R. Durkin; telephone conference with D. Hughes; review, draft and transmit correspondence;
12/13/17 JFL	.80	236.00	Review, draft and transmit correspondence regarding ROW Acquisition; research regarding same;
12/13/17 ZMM	2.60	520.00	Research on utilities being located in right of way;
12/14/17 JFL	.30	88.50	Telephone conference with G. Kuklinski; review, draft and transmit correspondence; telephone conference with S. Rugis;

Page 3  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

12/15/17 JFL	.50	147.50	Telephone conference with S. Rugis regarding meeting with Kriga; review, draft and transmit correspondence regarding same;
12/18/17 BLH	.40	118.00	Review Ms. Ganssle email re: Trident renewal of liability policy for 2018, prepare email to Mr. Hughes re: Trident renewal of liability policy for 2018, amount of premium and requesting confirmation of GPA's intent to renew policy and use PMA as TPA; prepare email to Mr. Sharp re: carrier will renew liability insurance policy and requesting documents to renew PMA TPA contract pending reauthorization by GPA;
12/18/17 JFL	5.50	1,622.50	Travel to Grantville, PA with J. Brown, S. Rugis and R. Durkin to meet with J. Marzolino and J. Kutz; review, draft and transmit correspondence;
12/19/17 JFL	4.80	1,416.00	Prepare meeting agenda; attend meeting with representatives of GPA, the County; Rockefeller Group and Allen Township; telephone conference with S. Rugis; review/revise permanent easement agreement;
12/20/17 JFL	1.50	442.50	Meeting with J. Brown regarding Bridge No. 124; review, draft and transmit correspondence regarding PPA Amendment; finalize redraft of the Permanent Easement Agreement and transmit to S. Rugis and D. O'Donnell & Benesch; review SaulComm Agreement;
12/21/17 JFL	6.20	1,829.00	Continue drafting chart regarding responsibilities/obligations; meeting with S. Langen regarding various matters, voice message to J. Kutz; review, draft and transmit correspondence; research regarding third party beneficiaries;

Page 4  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

12/22/17 JFL	6.10	1,799.50	Telephone conference with J. Kutz; meeting with G. Kuklinski and S. Rugis regarding Bridge 124; telephone conference with G. Kuklinski and S. Rugis R. Durkin; telephone conference with P. Hutcheon; finalize draft chart regarding responsibilities/obligations; continue research regarding third party beneficiaries;
12/26/17 JFL	.80	236.00	Draft and transmit memorandum to working group regarding Bridges 124; draft and transmit correspondence;
12/26/17 JFL	.30	88.50	Review Service Agreement; review, draft and transmit correspondence regarding same;
12/29/17 JFL	1.20	354.00	Telephone conference with L. Treadwill regarding Bridge 124; telephone conference with S. Langen, commence revising P3 assessment; review, draft and transmit multiple correspondence;
1/02/18 JFL	.60	177.00	Telephone conference with G. Horas regarding various matters including Bridge 124; telephone conference with D. Hughes regarding S. Langen's invoices;
1/03/18 BLH	.10	29.50	Review Ms. Gannslie email re: status of GPA decision re: renewal of liability insurance and Telephone conference with to Mr. Hughes requesting status of same;
1/03/18 JFL	6.00		[No Charge] Travel to Washington, D.C. to meet with John Augustine of USDOT regarding P3 projects/financing;
1/04/18 BLH	1.10	324.50	Prepare email to Mr. Langen, et al. re: GPA liability insurance policy due for renewal and what needed to renew; review Mr. Hughes email re: potential issues re: renewal; review Service Agreement between County and GPA; prepare email to Mr. Hughes re: terms of Service Agreement and renewal governed by this;

Page 5  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			review Mr. Hughes email re: has documents necessary to renew insurance and request for payment of premium made; prepare email to Ms. Gannsle re: items needed to renew policy in process;
1/04/18 JFL	.30	88.50	Telephone conference with G. Kuklinski regarding ROW; review correspondence regarding same;
1/05/18 JFL	1.50	442.50	Telephone conference with G. Kuklinski regarding ROW and payment procedures; telephone conference with J. Kutz; telephone conference with S. Langen; review, draft and transmit correspondence;
1/08/18 JFL	4.50	1,327.50	Review further Service Agreement and PPA Agreement; revise chart; review, draft and transmit correspondence; review proposed amendments to PPA;
1/09/18 JFL	1.80		[No Charge] Attend Board meeting;
1/09/18 JFL	.60	177.00	Draft and transmit correspondence regarding insurance; telephone conference with G. Horas and G. Kuklinski;
1/10/18 BLH	.10	29.50	Review Ms. Gannsle email re: status of receipt of payment for liability insurance and prepare email to Mr. Hughes re: same;
1/10/18 JFL	3.70	1,091.50	Meeting with Benesch and GPI regarding ROW and utilities; commence revising Master Amendment and Amendment No. 1;
1/11/18 JFL	1.40	413.00	Review correspondence regarding ROW acquisition; telephone conference with S. Langen; Benesch and Arrow regarding ROW acquisition;
1/11/18 JFL	.20	59.00	Draft and transmit correspondence regarding P3 closing binders;

Page 6  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

1/12/18 BLH	.10	29.50	Review email from Ms. Ganssle re: liability carrier looking for renewal documents and check and status of receipt of same; prepare emails to Ms. Ganssle re: prior follow-up with Mr. Hughes and will continue with effort to obtain needed items;
1/12/18 JFL	2.00	590.00	Telephone conference regarding stone arch bridges; finalize Amendment No. 1; commence drafting cover letter for ROW acquisition;
1/13/18 JFL	3.60	1,062.00	Finalize cover letter for ROW acquisition; transmit to working group; draft utility relocation reimbursement agreement with PPL and transmit to working group;
1/13/18 MBA	.80	160.00	Research regarding notice requirements from Eminent Domain;
1/15/18 BLH	.20	59.00	Review Ms. Ganssle email re: obtained necessary items to renew liability insurance; prepare email to Mr. Sharp confirming liability insurance renewed;
1/15/18 JFL	4.70	1,386.50	Revise/finalize cover letter regarding right of way acquisition and transmit to working group; draft proposal guidelines regarding payment and transmit to working group; meeting with S. Langen; review, draft and transmit multiple correspondence; telephone conference with G. Kuklinski;
1/16/18 BLH	.10	29.50	Review Mr. Sharp email re: comments from PMA attorney and whether amendment needed to TPA contract;
1/16/18 JFL	3.80	1,121.00	Finalize Amendment to PPA and transmit to J. Kutz; telephone conferences with G. Kuklinski (Benesch); review, draft and transmit correspondence regarding Milestone Payments; telephone conferences with S. Langen; review,

Page 7  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

draft and transmit multiple  
 correspondence; continue drafting P3  
 overview;

1/17/18 BLH	.10	29.50	Telephone conference with Mr. Sharp re: may be no need for TPA contract and rationale;
1/17/18 BLH	.20	59.00	Review TPA contract re automatic renewal provisions;
1/17/18 BLH	.10	29.50	Prepare email to Mr. Sharp re: in agreement TPA contract automatically renews for successive one-year term unless action taken to terminate;
1/17/18 JFL	3.40	1,003.00	Finalize draft of Overview of P3 and transmit to S. Langen; telephone conference with L. Treadwell regarding Bridge 124;
1/18/18 JFL	.30	88.50	Review, draft and transmit correspondence;
1/19/18 BLH	.50	147.50	Review Ms. Ganssle email re: insurance binder and need for loss run for 2017-18; prepare email to Mr. Sharp requesting loss run for 2017-18 policy period; review insurance binder for 2018-19;
1/19/18 BLH	.10	29.50	Review Mr. Sharp email re and 2017 loss run; prepare email to Ms. Ganssle re: same;
1/19/18 BLH	.10	29.50	Review Mr. Sharp email re: will provide loss run;
1/21/18 JFL	.20	59.00	Review, draft and transmit correspondence;
1/22/18 JFL	.40	118.00	Finalize P3 Overview; review, draft and transmit correspondence;
1/23/18 JFL	2.90	855.50	Meeting with Benesch regarding various issues e.g. Bridge 124, ROW meeting with

Page 8  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			County; draft and transmit to Benesch proposed meeting agenda; revise chart regarding Director of Public Works;
1/24/18 JFL	1.00	295.00	Review, draft and transmit multiple correspondence including memorandum to M. Emili;
1/25/18 JFL	1.00	295.00	Telephone conference with J. Kutz; revise PPA Amendment; telephone conference with G. Kuklinski; review, draft and transmit multiple correspondence relating to ROW acquisition and other matters;
1/26/18 JFL	.70	206.50	Telephone conference with J. Kutz; finalize Amendment to PPA; review, draft and transmit correspondence;
1/27/18 JFL	1.80	531.00	Draft and transmit memorandum to S. Hoffman regarding Service Agreement; draft and transmit correspondence to S. Langen;
1/29/18 JFL	3.60	1,062.00	Telephone conference with George Horas and G. Kuklinski; Meeting with Benesch, S. Langen, S. Donahue and M. Emili regarding P3; review draft and transmit correspondence;
1/30/18 JFL	1.50	442.50	Revise PPL Utility Relocation Agreement; review Conservation Easements and draft and transmit correspondence regarding same; telephone conferences with G. Kuklinski regarding prevailing wage rate issues; review, draft and transmit correspondence regarding same;
1/31/18 JFL	1.60	472.00	Telephone conferences with G. Kuklinski regarding press release, conversation easement and authorized representative; telephone conference with S. Langen regarding press release and other matters; draft press release; review, draft and transmit multiple correspondence;

Page 9  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

2/01/18 JFL	.50	147.50	Telephone conference with G. Horas and G. Kuklinski regarding authorized representation;
2/02/18 JFL	.30	88.50	Review, draft and transmit correspondence;
2/05/18 JFL	.40	118.00	Telephone conference with G. Kuklinski; review status update; review, draft and transmit multiple correspondence; telephone conference with S. Langen;
2/06/18 JFL	.20	59.00	Telephone conference with G. Kuklinski; review correspondence;
2/09/18 JFL	.20	59.00	Telephone conference with B. Tully regarding Amendment to PPA;
2/12/18 JFL	.50	147.50	Finalize and transmit letter and PPA Amendment to J. Kutz; review, draft and transmit multiple correspondence; telephone conference with G. Kuklinski;
2/12/18 JCH	.20	30.00	Discuss notary acknowledgments with J. Lushis and provide forms;
2/13/18 JFL	.90	265.50	Telephone conference with G. Kuklinski regarding status; telephone conference with F. Summa regarding ROW issues; review compliance; research regarding P3 documents as public records; telephone conference with S. Langen;
2/15/18 JFL	.60	177.00	Review, draft and transmit correspondence regarding Authorized Representatives; telephone conference with G. Horas regarding same; draft and transmit correspondence regarding press release;
2/16/18 JFL	.40	118.00	Telephone conference with G. Kuklinski regarding authorized representative;
2/17/18 JFL	1.10	324.50	Review Easement Agreements; review Final Acceptance fro Bridge 157; review, draft



Page 10  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			and transmit correspondence regarding ROW;
2/19/18 JFL	.20	59.00	Review, draft and transmit correspondence regarding ROW;
2/20/18 JFL	.30	88.50	Telephone conference with G. Kuklinski regarding ROW; review correspondence regarding same;
2/21/18 JFL	.30	88.50	Telephone conferences with G. Kuklinski regarding Bridge 124, ROW and agricultural Easements;
2/22/18 JFL	1.00	295.00	Telephone conference with D. Borger regarding accounting issue; review, draft and transmit multiple correspondence; regarding ROW and other issues;
2/23/18 JFL	3.70	1,091.50	Telephone conferences with G. Kuklinski; telephone conference with G. Kuklinski and D. Wolfgang (Dept. of Agricultural-DOA); telephone conferences with J. Howard (DOA) review, draft and transmit memorandum, correspondence regarding ROW;
2/24/18 JFL	2.80	826.00	Research regarding Agricultural Conservation Easements; draft and transmit memorandum and other correspondence regarding same; review easement agreements in connection with plans;
2/26/18 JFL	4.00	1,180.00	Prepare documents for meeting, e.g. bridge list; meeting with S. Langen and G. Kuklinski; telephone conference with G. Kuklinski; review, draft and transmit correspondence;
2/27/18 JFL	1.10	324.50	Telephone conference with G. Kuklinski; review/revise memorandum regarding Bridge 124;
2/28/18 JFL	.70	206.50	Revise further memorandum regarding

Page 11  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			Bridge 124 and transmit to G. Kuklinski and S. Langen; telephone conference with G. Kuklinski;
3/01/18 JFL	.70	206.50	Telephone conference with G. Kuklinski; draft and transmit memorandum regarding Bridge 202; telephone conference with D. Cohen regarding easements;
3/02/18 JFL	1.20	354.00	Telephone conference with M. Schaefer (PPL) regarding Utility Relocation Agreement; review revised Utility Relocation Agreement; draft and transmit correspondence regarding same; review, draft and transmit correspondence regarding questions raised by D. Borger; telephone conference with G. Kuklinski;
3/05/18 JFL	1.40	413.00	Telephone conference with G. Kuklinski and S. Langen; telephone conferences with G. Kuklinski; review multitude of correspondence; draft and transmit correspondence;
3/06/18 JFL	2.20	649.00	Meeting with G. Kuklinski regarding various matters e.g. Bridges 127, 202, condemnation; revise Utility Relocation Agreement; review, draft and transmit correspondence;
3/07/18 JFL	.40	118.00	Review, draft and transmit correspondence regarding Bridge 63; review, draft and transmit other correspondence;
3/08/18 JFL	.60	177.00	Draft and transmit correspondence regarding Utility Relocation Agreement, Bridge 157, Bridge 63; telephone conference with G. Kuklinski regarding various matters;
3/09/18 BLH	.10	29.50	Review PMA invoice for TPA contract and prepare email to Mr. Hughes re: same;
3/09/18 JFL	1.40	413.00	Draft response to Palmer Township and transmit to G. Kuklinski; revise PPL

Page 12  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			Utility Relocation Agreement and transmit to PPL; review, draft and transmit correspondence;
3/11/18 JFL	.50	147.50	Draft and transmit memorandum to G. Kuklinski regarding Bridge 63,124, 202 and utility relocation;
3/12/18 JFL	.60	177.00	Telephone conference with F. Summa regarding ROW; telephone conference with G. Kuklinski regarding various matters;
3/13/18 JFL	.40	118.00	Telephone conference with G. Kuklinski regarding open matters; review, draft and transmit correspondence;
3/14/18 JFL	.30	88.50	Telephone conference with G. Kuklinski; review, draft and transmit correspondence regarding ROW, Utilities;
3/15/18 JFL	.60	177.00	Telephone conference with G. Kuklinski; Review Easement Agreement; Review, draft and transmit multiple correspondence re: ROW and other matters;
3/16/18 MBA	.70	140.00	Begin research re: P3 statute;
3/17/18 JFL	1.70	501.50	Draft Verizon Relocation Agreement and transmit to G. Kuklinski; Revise Memmoring Easement Agreement; Revise Pan-American Relocation Agreement;
3/19/18 BLH	.30	88.50	Review Ms. Ganssle email re: and 2018 liability policy; prepare email to Mr. Hughes re: policy;
3/19/18 JFL	.20	59.00	Review further ROW Easement Agreements;
3/20/18 JFL	.30	88.50	Telephone conference with G. Kuklinski re: ROW and utility relocation matter; Review revised PPL Relocation Agreement; Review other correspondence;
3/20/18 MBA	.40	80.00	Continue researching P3 statute;
3/21/18 JFL	.30	88.50	Telephone conference with G. Kuklinski

Page 13  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			re: Utility Resolution; Review, draft and transmit correspondence re: same;
3/21/18 MBA	.60	120.00	Continue researching P3 statute;
3/22/18 JFL	1.40	413.00	Telephone conference with G. Kuklinski; M. Emili, GPI and Kriger regarding PPL Utility Relocation; telephone conference with G. Kuklinski regarding same; review, draft and transmit correspondence regarding same;
3/23/18 JFL	.20	59.00	Telephone conference with G. Kuklinski regarding Pan-American relocation; review, draft and transmit correspondence;
3/24/18 JFL	.20	59.00	Review, draft and transmit correspondence;
3/26/18 JFL	.40	118.00	Telephone conference with G. Kuklinski; review, draft and transmit multiple correspondence;
3/27/18 JFL	.80	236.00	Revise further PPL Relocation Agreement; telephone conferences with G. Kuklinski; review multiple correspondence;
3/27/18 MBA	.20	40.00	Continue researching P3 statute;
3/28/18 JFL	3.10	914.50	Attend P3 status conference in Lehigh; review, draft and transmit correspondence regarding utilities;
3/28/18 JFL	.70		[No Charge] Attend P3 status conference in Lehigh;
3/29/18 JFL	.80	236.00	Telephone conference with J. Kutz; review further Article XIII of County Code; review case law regarding residency requirement; review, draft and transmit correspondence; telephone conference with G. Kuklinski;
4/02/18 JFL	.30	88.50	Telephone conference with G. Kuklinski; review, draft and transmit

Page 14  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			correspondence;
4/02/18 MBA	2.40	480.00	Continue research;
4/03/18 JFL	.80	236.00	Telephone conferences with G. Kuklinski regarding Bridge 124 and other matters; telephone conference with J. Kutz; review correspondence;
4/04/18 JFL	1.40	413.00	Telephone conference with G. Kuklinski; telephone conference with G. Kuklinski, M. Emili and S. Langen; review, draft and transmit correspondence;
4/04/18 JFL	.80	236.00	Draft memorandum regarding P3 related matters;
4/05/18 JFL	2.40	708.00	Telephone conferences with T. Kohler regarding Bridge #15; telephone conference with G. Kuklinski regarding same; telephone conference with M. Emili, regarding same; telephone conference with S. Langen, M. Emili, G. Kuklinski, GP1 and Kriger regarding same; review, draft and transmit correspondence regarding same; review, draft and transmit multiple other correspondence; telephone conference with J. Kutz;
4/06/18 JFL	1.70	501.50	Telephone conferences with G. Kuklinski regarding utility issues; review P3 information presented at County Council meeting; review, draft and transmit correspondence;
4/07/18 JFL	.20	59.00	Review, draft and transmit correspondence regarding Mr. Ronca;
4/08/18 JFL	.20	59.00	Review, draft and transmit correspondence regarding tree clearing;
4/09/18 JFL	1.20	354.00	Telephone conference with J. Kutz; telephone conference with G. Kuklinski; review/revise status update; telephone conference with L. Ronca; review, draft

Page 15  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			and transmit correspondence;
4/10/18 JFL	1.20	354.00	Telephone conference with G. Kuklinski regarding ROW/utilities; review, draft and transmit correspondence regarding same;
4/11/18 JFL	.40	118.00	Telephone conference with G. Kuklinski regarding various matters; review, draft and transmit correspondence;
4/12/18 JFL	.20	59.00	Review, draft and transmit correspondence;
4/13/18 JFL	.20	59.00	Review, draft and transmit correspondence regarding same;
4/15/18 JFL	.50	147.50	Review, draft and transmit multiple correspondence;
4/16/18 JFL	3.10	914.50	Meeting with G. Kuklinski regarding multiple open issues; review, draft and transmit correspondence regarding same including correspondence to L. Ronca; telephone conference with G. Kuklinski; draft and transmit memorandum to K. Kent regarding Project Document provisions/issues;
4/17/18 JFL	.40	118.00	Draft and transmit correspondence regarding inspections; telephone conference with G. Kuklinski;
4/18/18 JFL	1.00	295.00	Telephone conference with J. Fitzpatrick regarding Bridge 124; telephone conference with G. Kuklinski; review, draft and transmit correspondence;
4/19/18 JFL	.80	236.00	Telephone conference with G. Kuklinski; review, draft and transmit correspondence regarding Bridge 124 and utility monitoring;
4/20/18 BLH	.10	29.50	Review email from Mr. Hughes requesting copy of PMA contract and prepare email to him sending same;

Page 16  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

4/23/18 JFL	.20	59.00	Review, draft and transmit correspondence regarding various matters;
4/25/18 JFL	1.30	383.50	Telephone conference with G. Horas and G. Kuklinski; telephone conference with G. Kuklinski and T. Kohler regarding Bridge 15; review, draft and transmit correspondence; telephone conference with G. Kuklinski;
4/26/18 JFL	.70	206.50	Telephone conferences with G. Kuklinski; review, draft and transmit correspondence; finalize easements;
4/27/18 JFL	1.10	324.50	Telephone conferences with G. Kuklinski regarding Bridges 15 and 143 and other matters; review and draft correspondence, continue finalizing easements;
4/30/18 JFL	4.60	1,357.00	Draft and transmit letter regarding Bridge 124 to S. Langen and G. Kuklinski; telephone conference with S. Ortiz regarding same; review, draft and transmit correspondence regarding same; meeting with G. Kuklinski regarding easements; telephone conference with G. Kuklinski regarding conservation easements and other matters; review, draft and transmit correspondence;
5/01/18 JFL	2.10	619.50	Telephone conferences with G. Kuklinski; draft letter regarding Bridge #15 and transmit to S. Langen and G. Kuklinski; telephone conference with L. Ronca; review, draft and transmit multiple correspondence;
5/02/18 JFL	.80	236.00	Telephone conferences with G. Kuklinski; review, draft and transmit multiple correspondence;
5/03/18 JFL	3.60	1,062.00	Telephone conferences with G. Kuklinski; draft letter regarding Bridges 15 and

Page 17  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

			124; review correspondence;
5/04/18 JFL	.40	118.00	Telephone conferences with G. Kuklinski; review, draft and transmit correspondence;
5/07/18 JFL	.50	147.50	Telephone conference with G. Kuklinski; revise PPL Agreement; review, draft and transmit correspondence;
5/09/18 JFL	.20	59.00	Commence making changes to Ronca Easements;
5/09/18 JFL	.20	59.00	Telephone conference with G. Kuklinski regarding various matters;
5/11/18 JFL	.20	59.00	Review, draft and transmit correspondence;
5/13/18 JFL	.30	88.50	Review action items; review correspondence;
5/14/18 JFL	.20	59.00	Telephone conference with G. Kuklinski regarding various matters;
5/15/18 JFL	3.40	1,003.00	Finalize letter to Mike Emili regarding Bridge #124; telephone conferences with K. Kuklinski; commence drafting letter to M. Emili regarding various matters; review, draft and transmit multiple correspondence; finalize redrafts of Ronca Easement Agreement;
5/16/18 JFL	4.10	1,209.50	Finalize draft of letter to M. Emili regarding various matters and transmit to S. Langen and L. Benesch for review; draft and transmit correspondence to The Morning Call; review draft and transmit correspondence;
5/17/18 JFL	.20	59.00	Review draft and transmit correspondence;
5/21/18 JFL	.90	265.50	Telephone conference with G. Kuklinski; finalize letter to M. Emili regarding various matters;



Page 18  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

5/22/18 JFL	.40	118.00	Telephone conference with G. Kuklinski; review, draft and transmit correspondence; review progress report; telephone conference with D. Hughes; review correspondence;
5/23/18 JFL	5.70	1,681.50	Prepare for meeting; travel to Harrisburg with Benesch to meet with PennDOT officials regarding P3; review, draft and transmit correspondence;
5/23/18 JFL	1.00		[No Charge] Meeting with PennDOT;
5/24/18 JFL	.50	147.50	Telephone conference with G. Kuklinski; telephone conference with L. Ronca; review, draft and transmit correspondence;
5/25/18 JFL	.20	59.00	Review, draft and transmit correspondence;
5/29/18 JFL	.30	88.50	Telephone conference with G. Kuklinski regarding status of open issues and presentation to County Council; review, draft and transmit correspondence;
5/30/18 BLH	.20	59.00	Review Mr. Sharp email re and PMA March invoice; prepare email to Mr. Hughes re invoice and expected payment date;
5/30/18 BLH	.10	29.50	Review Mr. Hughes email re expected date of payment of PMA invoice; Prepare email to Mr. Sharp re same;
5/30/18 JFL	.20	59.00	Telephone conference with G. Kuklinski regarding open issues;
6/01/18 JFL	.50	147.50	Telephone conference with G. Kuklinski regarding open issues and authority representative; telephone conferences with R. Madison regarding authorized representative;
6/04/18 JFL	.30	88.50	Telephone conference with G. Kuklinski regarding various issues;

Page 19  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

6/05/18 JFL	.30	88.50	Telephone conference with G. Kuklinski;
6/06/18 BLH	.10	29.50	Review PMA invoice re third installment payment; Prepare email to Mr. Hughes re invoice;
6/06/18 JFL	.30	88.50	Telephone conference with G. Kuklinski regarding open issues;
6/07/18 JFL	2.20	649.00	Telephone conference with L. Treadwell regarding Bridge 124; telephone conference with G. Kuklinski regarding various issues; review correspondence; telephone conference with C. Bruno's office regarding Ronca; commence revising lists of responsibilities for Benesch;
6/08/18 JFL	5.00	1,475.00	Finalize drafts of list of responsibilities of Benesch and GPA Authorized Representative;
6/09/18 JFL	.20	59.00	Review, draft and transmit correspondence re: responsibilities of GPA Authorized Representative;
6/11/18 JFL	1.20	354.00	Review, draft and transmit correspondence; review responsibilities of Authorized Representative; commence drafting Request for Proposals for Authorized Representative;
6/12/18 JFL	4.70	1,386.50	Continue drafting RFP for Authorized Representative; telephone conference with M. Ganssle regarding insurance;
6/13/18 JFL	5.40	1,593.00	Telephone conferences with G. Kuklinski; telephone conference with M. Ganssle regarding insurance; draft letter agreement regarding insurance and transmit to working group; revise lists of responsibilities for GPA Authorized Representative and Benesch; finalize draft of RFP and transmit to S. Langen and Benesch;

Page 20  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

6/14/18 JFL	3.80	1,121.00	Telephone conference with G. Kuklinski; telephone conference with J. Kutz; draft second amendment to PPA; draft press release regarding Bridge 202; review further RFP for Authorized Representative; review, draft and transmit correspondence;
6/15/18 JFL	.50	147.50	Telephone conference with G. Kuklinski; finalize PPA Amendment No. 2 to PPA;
6/18/18 JFL	.40	118.00	Telephone conference with G. Kuklinski regarding various matters; review, draft and transmit correspondence;
6/19/18 JFL	.60	177.00	Telephone conference with G. Kuklinski; review/revise Status Report and transmit to G. Kuklinski;
6/20/18 JFL	1.80	531.00	Review, draft and transmit correspondence regarding Ronca easements; review, draft and transmit multiple correspondence; telephone conference with G. Kuklinski;
6/21/18 JFL	.20	59.00	Telephone conference with G. Kuklinski; review correspondence;
6/22/18 JFL	.20	59.00	Telephone conference with G. Kuklinski; review, draft and transmit correspondence;
6/26/18 BLH	.20	59.00	Review Ms. McClellan/Mr. Sharp emails re outstanding invoices for TPA contract; Prepare email to Mr. Hughes re status of payment of invoice; Prepare email to Mr. Sharp/Ms. McClellan re inquiry made re payment status;
6/26/18 BLH	.30	88.50	Review Mr. Hughes email re status of payments to PMA; Prepare and review emails to/from Mr. Hughes re when and where payment sent; Prepare email to Mr. Sharp/Ms. McClellan re status of payments;

Page 21  
 Invoice # 10863635  
 Date 07/12/2018  
 Client 114995  
 Matter 15  
 JFL

6/27/18 JFL	.70	206.50	Review, draft and transmit correspondence;
6/28/18 JFL	.70	206.50	Review, draft and transmit correspondence regarding bridges on Little Creek Road and other matters;
6/29/18 JFL	3.80	1,121.00	Review draft and transmit correspondence regarding Little Creek Road; telephone conference with S. Donahue regarding same; review, draft and transmit correspondence;

228.70

TOTAL HOURS

TOTAL SERVICES

\$ 63,884.50

	HOURS	RATE	AMOUNT
BARBARA L. HOLLENBACH	5.40	295.00	1,593.00
JOHN F. LUSHIS, JR.	205.70	295.00	60,681.50
ZAID M. MOHIUDDIN	2.80	200.00	560.00
MATTHEW B. ANDERSEN	5.10	200.00	1,020.00
JOCELYN C. HAMLIN	20	150.00	30.00
	219.20		\$ 63,884.50

## EXPENSES

1/01/18	Confersave Worldwide - Conference Call 12/6 and 12/11	30.52
3/01/18	Courier Service, FedEx delivered to James W Kutz 2/13 Lushis	15.41
4/01/18	Confersave Worldwide - Conference Calls, March JFL	25.09
5/01/18	Confersave Worldwide - Conference Calls, April, JFL	27.57

Page 22  
Invoice # 10863635  
Date 07/12/2018  
Client 114995  
Matter 15  
JFL

5/17/18 Courier Service, FedEx delivered to Library  
of Congress 5/18 Iushis

14.76

TOTAL EXPENSES

\$ 113.35

TOTAL THIS INVOICE

\$ 63,997.85

Norris McLaughlin & Marcus, P.A.

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Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: David Hughes  
669 Washington Street  
Easton, PA 18042

Invoice # 10864042  
Date 08/01/2018  
Client 114995  
Matter 15  
JFL

For professional services rendered from July 2, 2018  
through July 31, 2018

Re: P3 Project

Total Fees	\$ 6,047.50
Total Expenses	\$ 337.50
Total This Invoice	\$ 6,385.00

Norris McLaughlin &amp; Marcus, P.A.

Pennsylvania Office  
 515 West Hamilton Street, Suite 502  
 Allentown, PA 18101  
 PH 610-391-1800 | FX 610-391-1805  
 Fed Tax ID: 62-1408127

Northampton County General Purpose  
 Authority  
 Attn: David Hughes  
 669 Washington Street  
 Easton, PA 18042

Page 1  
 Invoice # 10864042  
 Date 08/01/2018  
 Client 114995  
 Matter 15  
 JFL

For professional services rendered from July 2, 2018  
 through July 31, 2018

Re: P3 Project

7/02/18 JFL	.60	177.00	Telephone conference with G. Kuklinski regarding status of various matters; draft and transmit correspondence to L. Treadwell;
7/05/18 JFL	2.10	619.50	Telephone conferences with G. Kuklinski regarding various bridges; draft letter regarding Bridge 124 and Little Creek Road bridges; research regarding Borton Lawson; review, draft and transmit multiple correspondence regarding indemnity and other matters;
7/06/18 BLH	.20	59.00	Review Ms. McClellan/Mr. Sharp emails re status of second installment payment; Prepare emails to Mr. Hughes and Mr. Sharp re checking on payment;
7/06/18 JFL	.30	88.50	Review, draft and transmit multiple correspondence;
7/09/18 JFL	.90	265.50	Telephone conferences with G. Kuklinski; Review, draft and transmit multiple correspondence;
7/10/18 JFL	.80	236.00	Telephone conference with G. Kuklinski; Review, draft and transmit correspondence;

Page 2  
 Invoice # 10864042  
 Date 08/01/2018  
 Client 114995  
 Matter 15  
 JFL

7/11/18 JFL	.40	118.00	Telephone conferences with G. Kuklinski; review, draft and transmit correspondence;
7/12/18 JFL	.30	88.50	Telephone conference with G. Kuklinski; review correspondence;
7/13/18 BLH	.10	29.50	Review Mr. Sharp email re deadline for second installment payment and prepare email to Mr. Hughes re same;
7/13/18 JFL	7.10	2,094.50	Commence drafting memoranda regarding Board vacancies; commence drafting memoranda to Board regarding various issues; telephone conference with D. Hughes; prepare for Board meeting;
7/13/18 JFL	.40	118.00	Telephone conference with G. Kuklinski; review, draft and transmit correspondence;
7/14/18 JFL	3.60	1,062.00	Continue external research regarding Board vacancies/appointments; continue drafting memorandum;
7/16/18 JFL	.20	59.00	Review, draft and transmit correspondence;
7/17/18 BLH	.60	177.00	Review and prepare emails from/to Mr. Hughes/ Mr. Sharp/ Ms. McClellan re and documents re recent installment payment made to PMA (x7);
7/17/18 BLH	.40	118.00	Review Mr. Hughes email re need for third installment payment invoice; Review file for invoice; Prepare email to Mr. Sharp/ Ms. McClellan requesting invoice; Review Ms. McClellan emails re invoice; Prepare email to Ms. McClellan re GPA to send second installment remittance form with next payment (x5);
7/17/18 JFL	.50	147.50	Telephone conference with G. Horas regarding authorized representative; review, draft and transmit



Page 3  
 Invoice # 10864042  
 Date 08/01/2018  
 Client 114995  
 Matter 15  
 JFL

			correspondence;
7/18/18 JFL	.20	59.00	Review, draft and transmit correspondence regarding Little Creek Road Bridge;
7/19/18 JFL	1.20	354.00	Meeting regarding Little Creek Road bridges;
7/19/18 JFL	1.00		[No Charge] Meeting regarding Little Creek Road bridges;
7/20/18 JFL	.60	177.00	Draft memorandum regarding open legal matters;

21.50

TOTAL HOURS

TOTAL SERVICES

\$ 6,047.50

	HOURS	RATE	AMOUNT
BARBARA L. HOLLENBACH	1.30	295.00	383.50
JOHN F. LUSHIS, JR.	19.20	295.00	5,664.00
	20.50		\$ 6,047.50

## EXPENSES

7/13/18	RMG Insurance - Retained for P3 Project	337.50
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TOTAL EXPENSES

\$ 337.50

TOTAL THIS INVOICE

\$ 6,385.00

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Invoice # 10863636  
Date 07/12/2018  
Client 114995  
Matter 26  
JFL

For professional services rendered from March 6, 2018  
through June 30, 2018

Re: Right-to-Know Law Act

Total Fees	\$ 21,675.00
Total Expenses	\$ 248.16
Total This Invoice	\$ 21,923.16

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Page 1  
Invoice # 10863636  
Date 07/12/2018  
Client 114995  
Matter 26  
JFL

For professional services rendered from March 6, 2018  
through June 30, 2018

Re: Right-to-Know Law Act

3/06/18	BLH	2.50	625.00	Review documents re: RTK requests;
3/07/18	JFL	.30		[No Charge] Review, draft and transmit correspondence regarding Sahl Communications;
3/08/18	BLH	4.20	1,050.00	Review documents re: RTK requests;
3/09/18	BLH	5.10	1,275.00	Review documents for RTK requests;
3/09/18	JFL	.30		[No Charge] Continue revising/redacting documents;
3/09/18	FJS	4.00	1,000.00	Review 757 GPA emails and attachments for O'Hare RTK request;
3/10/18	BLH	3.50	875.00	Review documents for RTK requests;
3/11/18	BLH	2.40	600.00	Review documents for RTK requests;
3/12/18	BLH	6.00	1,500.00	Review documents re: RTK requests;
3/12/18	FJS	3.80	950.00	Review 580 GPA emails and attachments for O'Hare RTK request;
3/13/18	BLH	1.30	325.00	Review documents re: RTK requests;

Page 2  
 Invoice # 10863636  
 Date 07/12/2018  
 Client 114995  
 Matter 26  
 JFL

3/13/18 FJS	3.70	925.00	Review 546 GPA emails and attachments for O'Harc RTK request;
3/23/18 BLH	2.50	625.00	Review documents re: RTK request;
3/23/18 FJS	1.00	250.00	Review documents of attorney/client privilege;
3/26/18 BLH	4.90	1,225.00	Review documents re: RTK request;
3/27/18 BLH	1.50	375.00	Review documents re: RTK request;
3/28/18 BLH	1.50	375.00	Review documents re: RTK request;
3/29/18 BLH	3.50	875.00	Review documents re: RTK request;
3/30/18 BLH	.80	200.00	Review documents re: RTK request;
4/02/18 BLH	1.40	350.00	Review documents re: RTK request;
4/02/18 JFL	.50		[No Charge] Commence reviewing Trust Indenture;
4/02/18 FJS	.50	125.00	Conference with JFL re: prelitigation strategy on Kriger contract;
4/03/18 BLH	2.70	675.00	Review documents re RTK request;
4/03/18 JFL	.20		[No Charge] Telephone conference with J. Hebron regarding bond documents;
4/04/18 BLH	2.10	525.00	Review documents re RTK request;
4/05/18 BLH	1.10	275.00	Review documents re RTK request;
4/06/18 BLH	1.00	250.00	Review documents re RTK request;
4/09/18 BLH	5.10	1,275.00	Review documents re RTK request;
4/09/18 JFL	.30		[No Charge] Review documents; telephone conference with S. Langen;
4/10/18 BLH	4.60	1,150.00	Review documents re RTK request;
4/11/18 BLH	6.70	1,675.00	Review documents re RTK request;

Page 3  
 Invoice # 10863636  
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4/11/18 JFL	.20		[No Charge] Continue reviewing redaction-related issues;
4/13/18 BLH	2.10	525.00	Final review of documents re RTK request; Prepare draft letter to Mr. O'Hare re documents being produced;
4/13/18 JFL	.20		[No Charge] Finalize letter to B. O'Hare;
4/24/18 BLH	.30	75.00	Review Attorney Gigliotti email re Attorney Rudas letter re County disclosure of GPA information and draft response; Prepare email to Attorney Gigliotti;
6/11/18 BLH	.10	25.00	Review Mr. Lounsberry RTK request for P3 Project documents;
6/11/18 BLH	.80	200.00	Telephone conference with JFL and Mr. Kuklinski re RTK request for P3 Project documents;
6/11/18 JFL	.30		[No Charge] Telephone conference with G. Kuklinski and B. Hollenbach regarding new RTKL request; Draft and transmit correspondence regarding: same;
6/13/18 JFL	.40		[No Charge] Draft and transmit letter to Edward Lounsberry;
6/14/18 BLH	.80	200.00	Review Mr. Kuklinski email re construction logs; Review P3 statute, RTK provisions and possible exemptions under general RTK law;
6/14/18 JFL	.20		[No Charge] Telephone conference with G. Kuklinski regarding certified payroll; review, draft and transmit correspondence;
6/19/18 BLH	2.90	725.00	Review Benesch daily logs re Bridge 157, punch list and final acceptance report and certified payroll records for production;

Page 4  
 Invoice # 10863636  
 Date 07/12/2018  
 Client 114995  
 Matter 26  
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6/22/18 BLH 2.30 575.00 Final review and redaction of documents responsive to Mr. Lounsberry RTK request; Prepare draft letter to Mr. Lounsberry re response;

89.60

TOTAL HOURS

TOTAL SERVICES

\$ 21,675.00

	HOURS	RATE	AMOUNT
BARBARA L. HOLLENBACH	73.70	250.00	18,425.00
FREDERICK J. STELLATO	13.00	250.00	3,250.00
	86.70		\$ 21,675.00

#### EXPENSES

3/01/18	Courier Service, FedEx delivered to Bernie O'Hare 2/15 Lushis	13.44
3/01/18	Courier Service, FedEx delivered to Bernie O'Hare 2/16 Lushis	17.85
3/01/18	CS Disco, Inc. - Legal Search Engine to review documents, February 2018	142.60
4/01/18	CS Disco, Inc. - Legal Search Engine to review Documents	60.86
5/01/18	Courier Service, FedEx delivered to Bernie O'Hare 4/16 Lushis	13.41

TOTAL EXPENSES

\$ 248.16

TOTAL THIS INVOICE

\$ 21,923.16

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Invoice # 10863636  
Date 07/12/2018  
Client 114995  
Matter 26  
JFL

For professional services rendered from March 6, 2018  
through June 30, 2018

Re: Right-to-Know Law Act

Total Fees	\$ 21,675.00
Total Expenses	\$ 248.16
Total This Invoice	\$ 21,923.16

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
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Page 1  
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Date 07/12/2018  
Client 114995  
Matter 26  
JFL

For professional services rendered from March 6, 2018  
through June 30, 2018

Re: Right-to-Know Law Act

3/06/18 BLH	2.50	625.00	Review documents re: RTK requests;
3/07/18 JFL	.30		[No Charge] Review, draft and transmit correspondence regarding Sahl Communications;
3/08/18 BLH	4.20	1,050.00	Review documents re: RTK requests;
3/09/18 BLH	5.10	1,275.00	Review documents for RTK requests;
3/09/18 JFL	.30		[No Charge] Continue revising/redacting documents;
3/09/18 FJS	4.00	1,000.00	Review 757 GPA emails and attachments for O'Hare RTK request;
3/10/18 BLH	3.50	875.00	Review documents for RTK requests;
3/11/18 BLH	2.40	600.00	Review documents for RTK requests;
3/12/18 BLH	6.00	1,500.00	Review documents re: RTK requests;
3/12/18 FJS	3.80	950.00	Review 580 GPA emails and attachments for O'Hare RTK request;
3/13/18 BLH	1.30	325.00	Review documents re: RTK requests;



Page 2  
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3/13/18	FJS	3.70	925.00	Review 546 GPA emails and attachments for O'Hare RTK request;
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3/30/18	BLH	.80	200.00	Review documents re: RTK request;
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4/11/18	BLH	6.70	1,675.00	Review documents re RTK request;

Page 3  
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4/11/18 JFL	.20		[No Charge] Continue reviewing redaction-related issues;
4/13/18 BLH	2.10	525.00	Final review of documents re RTK request; Prepare draft letter to Mr. O'Hare re documents being produced;
4/13/18 JFL	.20		[No Charge] Finalize letter to B. O'Hare;
4/24/18 BLH	.30	75.00	Review Attorney Gigliotti email re Attorney Rudas letter re County disclosure of GPA information and draft response; Prepare email to Attorney Gigliotti;
6/11/18 BLH	.10	25.00	Review Mr. Lounsberry RTK request for P3 Project documents;
6/11/18 BLH	.80	200.00	Telephone conference with JFL and Mr. Kuklinski re RTK request for P3 Project documents;
6/11/18 JFL	.30		[No Charge] Telephone conference with G. Kuklinski and B. Hollenbach regarding new RTKL request; Draft and transmit correspondence regarding: same;
6/13/18 JFL	.40		[No Charge] Draft and transmit letter to Edward Lounsberry;
6/14/18 BLH	.80	200.00	Review Mr. Kuklinski email re construction logs; Review P3 statute, RTK provisions and possible exemptions under general RTK law;
6/14/18 JFL	.20		[No Charge] Telephone conference with G. Kuklinski regarding certified payroll; review, draft and transmit correspondence;
6/19/18 BLH	2.90	725.00	Review Benesch daily logs re Bridge 157, punch list and final acceptance report and certified payroll records for production;

Page 4  
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6/22/18 BLH 2.30 575.00 Final review and redaction of documents responsive to Mr. Lounsberry RTK request; Prepare draft letter to Mr. Lounsberry re response;

89.60

TOTAL HOURS

TOTAL SERVICES

\$ 21,675.00

	HOURS	RATE	AMOUNT
BARBARA L. HOLLENBACH	73.70	250.00	18,425.00
FREDERICK J. STELLATO	13.00	250.00	3,250.00
	86.70		\$ 21,675.00

#### EXPENSES

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3/01/18	Courier Service, FedEx delivered to Bernie O'Hare 2/16 Lushis	17.85
3/01/18	CS Disco, Inc. - Legal Search Engine to review documents, February 2018	142.60
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5/01/18	Courier Service, FedEx delivered to Bernie O'Hare 4/16 Lushis	13.41

TOTAL EXPENSES

\$ 248.16

TOTAL THIS INVOICE

\$ 21,923.16

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Pennsylvania Office  
515 West Hamilton Street, Suite 502  
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PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Invoice # 10864044  
Date 08/01/2018  
Client 114995  
Matter 26  
JFL

For professional services rendered from July 2, 2018  
through July 31, 2018

Re: Right-to-Know Law Act

Total Fees	\$ 575.00
Total Expenses	\$ 121.72
Total This Invoice	\$ 696.72
Previous Balance	\$ 21,923.16
TOTAL AMOUNT DUE	\$ 22,619.88

Norris McLaughlin & Marcus, P.A.

Pennsylvania Office  
515 West Hamilton Street, Suite 502  
Allentown, PA 18101  
PH 610-391-1800 | FX 610-391-1805  
Fed Tax ID: 62-1408127

Northampton County General Purpose  
Authority  
Attn: Shawn Langen/David Hughes  
2801 Emrick Boulevard, 1st Floor  
Bethlehem, PA 18020

Page 1  
Invoice # 10864044  
Date 08/01/2018  
Client 114995  
Matter 26  
JFL

For professional services rendered from July 2, 2018  
through July 31, 2018

Re: Right-to-Know Law Act

7/02/18 JFL	2.10	525.00	Telephone conference with D. Hughes; review document relating to RTKL request; review, draft and transmit multiple correspondence;
7/20/18 JFL	.20	50.00	Communications with Attorney Josh Bloom regarding Loudensberry RTKL request;

2.30

TOTAL HOURS

TOTAL SERVICES

\$ 575.00

	HOURS	RATE	AMOUNT
JOHN F. LUSHIS, JR.	2.30	250.00	575.00
	2.30		\$ 575.00

Page 2  
Invoice # 10864044  
Date 08/01/2018  
Client 114995  
Matter 26  
JFL

EXPENSES

7/01/18	CS Disco, Inc. - Monthly Document Review Repository and Search Fees	60.86
7/01/18	CS Disco, Inc. - Monthly Document Review Repository and Search Fee	60.86

TOTAL EXPENSES \$ 121.72

TOTAL THIS INVOICE \$ 696.72

PREVIOUS BALANCE \$ 21,923.16

TOTAL AMOUNT DUE \$ 22,619.88



**RESOLUTION OF THE BOARD OF DIRECTORS  
NORTHAMPTON COUNTY GENERAL PURPOSE AUTHORITY**

WHEREAS, Northampton County General Purpose Authority (this "*Authority*") is a body corporate and politic constituting a public entity created and existing under the provisions of Pennsylvania Municipality Authorities Act of 1945, 56 Pa. C.S.A. §5601 *et seq.* as amended;

WHEREAS, in December 2015, this Authority issued a Request for Proposals ("*RFP*") for the provision of legal services to this Authority; and

WHEREAS, in response to the RFP, this Authority received proposals from six (6) law firms;

WHEREAS, at a meeting of the Board of this Authority on February 2, 2016, the Board of this Authority heard presentations from each of the law firms that responded to the RFP and subsequent to such presentations, the Board of this Authority decided to retain the services of Norris, McLaughlin & Marcus, P.A. ("*NMM*") and, specifically, John F. Lushis, Jr., a member of NMM ("*Lushis*"); and

WHEREAS, the Board of this Authority wishes to evidence hereby the retention of NMM and, specifically, Lushis to serve as the Solicitor to this Authority and to provide legal services to this Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of this Authority, as follows:

1. The Board hereby retains NMM and, specifically Lushis, to serve as Solicitor to this Authority and to provide legal services to this Authority in accordance with and pursuant to the terms and conditions of the "contract of engagement" (the "*Contract of Engagement*") dated the date hereof, which Contract of Engagement has been submitted to the Board of this Authority.
2. The Board of this Authority hereby approves the Contract of Engagement and hereby authorizes the Chairman and any Vice Chairman of this Authority to execute and deliver the Contract of Engagement on behalf of this Authority and to do and perform for or on behalf of this Authority and in the name of this Authority all such acts and deeds as may be necessary, desirable or convenient to carry out the intent and purpose of this Resolution.
3. This Resolution shall become effective immediately.
4. All previous resolutions of the Board of this Authority are hereby repealed to the extent that they are inconsistent with provisions hereof.



DULY ADOPTED, this \_\_\_\_ day of March, 2016, by the Board of the Northampton County General Purpose Authority, in lawful session duly assembled.

NORTHAMPTON COUNTY GENERAL  
PURPOSE AUTHORITY

By: \_\_\_\_\_  
(Assistant) Secretary

(SEAL)



**John F. Lushis, Esq.**

---

**From:** John F. Lushis, Esq.  
**Sent:** Monday, May 9, 2016 4:25 PM  
**To:** John A. Brown; Shawn K. Langen (langen032@gmail.com)  
**Subject:** Legal Fees  
**Attachments:** NMM Legal Fees P3 Pre-Bill (5-9-16).pdf; Buchanan Ingersoll Engagement Letter.pdf

Attached is a summary of our legal fees on the P3 project and also Buchanan, Ingersoll's engagement letter. A few comments:

1. The attached summary covers all of our work on this Project over a period of four months and includes attendance at numerous meetings and a substantial amount of drafting on the PPA.

1. Our firm's engagement letter is less than explicitly clear on the hourly rate to be charged for a P3 project of this complexity. My current hourly rate is \$345 but I propose an hourly rate of \$295. The volume of work has been and will be significant and my role here is not simply to be a solicitor but to assist the County where I was born, reared and have lived to accomplish a very laudable objective. I feel fortunate to be part of this. The proposed rate of \$295 is substantially lower than PFM's and, as you will see, Buchanan's rate of \$580/hour.

2. I will work with you regarding payment. My only request is that our fiscal year ends on 11/30 so by 11/10, I would like to have the outstanding balance paid or at a level that is not substantial.

Please advise of questions/comments. My sincere thanks to both of you.

John

John F. Lushis, Jr., Esq. | Member  
Norris McLaughlin & Marcus, P.A.  
t: 610.391.1800 | f: 610.391.1805 | e: jlushis@nmmlaw.com | www.nmmlaw.com PA Office: 515 W. Hamilton Street | Suite 502 | Allentown, PA 18101 Bridgewater, NJ | New York, NY | Allentown, PA

Pursuant to Treasury Regulations, any U.S. Federal tax advice contained in this communication, unless otherwise stated, is not intended and cannot be used for the purpose of avoiding tax-related penalties.

Notice: Unless explicitly and conspicuously designated as 'E-Contract Intended', this e-mail does not constitute a contract offer, a contract amendment, or an acceptance of a contract offer. This e-mail does not constitute consent to the use of sender's contact information for direct marketing purposes or for transfers of data to third parties.

Notice: This message and any attached file is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Nothing in this e-mail message should be construed as a legal opinion. If you have



**RESOLUTION OF THE BOARD OF DIRECTORS  
NORTHAMPTON COUNTY GENERAL PURPOSE AUTHORITY**

WHEREAS, Northampton County General Purpose Authority (this "*Authority*") is a body corporate and politic constituting a public entity created and existing under the provisions of the Pennsylvania Municipality Authorities Act of 1945, 56 Pa. C.S.A. §5601 *et seq.*, as amended; and

WHEREAS, by Resolution dated March 1, 2016 (the "*March 2016 Resolution*"), the Board of the Authority resolved, among other things, to enter into a private-public partnership project with the County of Northampton (the "*County*") for the replacement, rehabilitation and maintenance of thirty-four (34) bridges located within the County pursuant to Act 88 (the "*P3 Project*"); and

WHEREAS, since the adoption of the March 2016 Resolution, the Solicitor to this Authority has been extensively involved in meeting with officials of the County and drafting documents to advance the P3 Project; and

WHEREAS, the Board of this Authority has determined that in connection with the P3 Project and, in particular, the selection of the Private Entity with which the Authority will enter into the Public Private Agreement, the Authority will need certain financial advisory and specialized legal services, in addition to the services that have been provided by this Authority's Solicitor consistent with March 2016 Resolution and that will need to be provided by this Authority's Solicitor to complete the P3 Project; and

WHEREAS, this Authority has identified Public Finance Management, Inc. ("*PFM*") and Buchanan, Ingersoll & Rooney, P.C. ("*BIR*") as being professionals that can provide the financial advisory services and specialized legal services that this Authority will need and desires hereby to authorize and approve such actions as shall be necessary and appropriate in connection with the engagement of such professionals.

**NOW, THEREFORE, BE IT RESOLVED** by the Board, as follows:

1. The foregoing recitals are incorporated herein as though the same were more fully set forth at length.
2. This Authority is hereby authorized to engage PFM to provide financial advisory services in substantial accordance with the letter from PFM to the Authority from PFM dated April 25, 2016.
3. This Authority is hereby authorized to engage BIR to provide legal services in substantial accordance with the letter from PFM to the Authority from dated May 9, 2016.
4. The Solicitor of this Authority is hereby authorized to continue to perform all services necessary, consistent with his role as Solicitor, to advance and implement the P3 Project with such Solicitor's hourly fee to be Two Hundred Ninety-Five Dollars (\$295.00).

5. The engagement of PFM and BIR and the continued performance of services by this authority's Solicitor are contingent upon the agreement by the County to reimburse the Authority for (a) any and all fees and costs associated with the engagement and the provision of professional services by PFM and BIR and (b) the fees of this Authority's Solicitor.

6. In order to effect the provisions of this Resolution, the Chair, any Vice Chair, the Solicitor of this Authority or other proper officers of this Authority are authorized, empowered and directed to negotiate the terms of, to approve the form of and to execute, acknowledge, attest and deliver (a) any engagement letter with PFM or BIR as may be necessary; and (b) such other documents, instruments, agreements and certificates as may be necessary, proper or desirable, in their discretion or in the opinion of the Authority's Solicitor, to accomplish the provisions of this Resolution including, without limitation, an agreement with the County for the reimbursement of any and all fees and costs associated with the engagement and the provision of professional services by PFM and BIR and (b) the fees of this Authority's Solicitor substantially in the form of the letter agreement heretofore submitted to the Board of this Authority.

7. The Board hereby approves and ratifies all action heretofore taken in the name and on behalf of this Authority in connection with the P3 Project by the Chair and Solicitor of this Authority and authorizes and directs any of this Authority's officers, after consultation with the Authority's Solicitor, to do any and all acts and things and to execute and deliver any and all documents, instruments, agreements, certificates, letters and the like necessary, proper or desirable to effect the P3 Project on substantially the terms and conditions set forth herein and in the March 2016 Resolution.


8. This Resolution shall become effective immediately.

9. In the event any provision, section, sentence, clause or part of this Resolution shall be held invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the Board that such remainder shall be and shall remain in full force and effect. All previous resolutions of the Board are hereby repealed to the extent that they are inconsistent with provisions hereof.

10. Capitalized terms used but not defined herein shall have the meaning given to such terms in the March 2016 Resolution.

DULY ADOPTED, this 6<sup>th</sup> day of September, 2016, by the Board of the Northampton County General Purpose Authority, in lawful session duly assembled.

NORTHAMPTON COUNTY GENERAL  
PURPOSE AUTHORITY

By   
(Assistant) Secretary

(SEAL)



# Northampton County General Purpose Authority Meeting Minutes

8:15 a.m. on January 3, 2017

The monthly meeting of the Northampton County General Purpose Authority was held on Tuesday, January 3, 2017, at 8:15 a.m. The meeting was held in Northampton County Courthouse, 3<sup>rd</sup> Floor, County Council Chambers, Room #3116, 669 Washington Street, Easton, PA.

## ITEM #1 –CALL TO ORDER-ATTENDANCE

Mr. Langen called the meeting to order at 8:15.

### Attendance:

Shawn Langen, Shawn Donahue, Michael Dowd, Mark Schiavone, Helene Whitaker, Neal Koplin,

### Solicitor:

John F. Lushis, Jr., Esq.

### Staff:

Mark Hartney, DCED Administrator  
Denise Drake, DCED Acting Executive Secretary

David Hughes, DCED Finance Specialist

### Absent:

Margaret Ferraro

## ITEM #2- APPROVAL OF MINUTES FROM November 1, 2016

The minutes were unanimously approved on a motion by Ms. Whitaker, seconded by Mr. Dowd. Mr. Donahue abstained.

## ITEM #3 – TREASURER'S REPORT

- 3.1 Mr. Hughes reviewed November 30, 2016 Treasurer's Report.

**MOTION:** To approve the Treasurer's Report as presented.

Mr. Dowd made the motion. It was seconded by Mr. Schiavone. The motion carried.

- 3.2 Invoices – Mr. Hughes reviewed the invoices that have been paid to date and that need to be paid.

Mr. Langen made the motion to approve as presented. Mr. Koplin seconded the motion. The motion carried.